

REMARKS

This application presently includes Claims 1-12 and 14-16, all of which stand rejected.

Claim Rejections - 35 USC 103

Claims 1-3, 5-6, 8-10, 12, 15 and 16 were rejected under 35 USC 103(a) as being unpatentable over Spivey (US 6,484,903) in view of Sutherland (US 5,297,725), and further in view of Evers (US 5,137,148). Claims 4 and 11 were rejected under 35 USC 103(a) as being unpatentable over Spivey in view of Sutherland, Evers and further in view of Schein (US 6,648,217). Claims 1-3, 5-10, 12 and 14-16 were rejected under 35 USC 103(a) as being unpatentable over Focke (US 4,222,485) in view of Sutherland and further in view of Evers. In all of his rejections, the Examiner relied upon Sutherland taking the view that coupon (82) in Sutherland is capable of being pivotally detachable as claimed. Applicants respectfully disagree with the Examiner's view of Sutherland. Except for Evers, none of the other cited references appears to disclose a pivotally detachable coupon. Evers indeed discloses a pivotally detachable coupon. However, the Examiners rejections are respectfully traversed for the following reasons:

• **Claim 1 and Its Dependent Claims**

Claim 1 as previously presented requires that:

- (1) the distal end of the bottom end flap is connected to the remainder of the bottom end flap along a second weakened line, and
- (2) the second weakened line corresponds substantially with the upper edge (of the side end flap) that is defined along a first weakened line.

In Claim 1, the expression "corresponding substantially with" is used in the sense of "in alignment substantially with". This interpretation of the expression can find support in Figure 4 in which the distal end 78/80 of the bottom end flap is illustrated as being outwardly pivoted along the second weakened line (76) while the second weakened line is placed adjacent to, and in

alignment substantially with, the upper edge 74 of the side end flaps 62, 64. The arrangement of Claim 1 allows the distal end of the bottom end flap to pivot outwardly along the second weakened line using the upper edge of the side end flap as a folding guide. This facilitates not only folding of the distal end along the second weakened line but also access to the articles in the carton when the displaceable portion is detached. The folding of the distal end further weakens the material of the bottom end flap along the second weakened line, which would further facilitates removal of the distal end later if the user of the carton decides to do so.

Referring to Sutherland, coupon 82 (see FIG. 8) is not connected to the bottom end flap 24 along a weakened line but adhered to the lower end flap 24. The Examiners attention is invited to Sutherland, Column 6, Lines 25-27, which states:

“a coupon 82, shown in broken lines, may be adhered to the inner face of the lower end flap 24” (the underline added).

Sutherland also fails to teach that a weakened line, if any, of the coupon 82 should correspond substantially with an upper edge (such as at 84) of a side end flap (such as at 26).

Evers indeed shows a coupon 50 or 53 that is connected to a bottom end flap along a weakened line 51 or 53. However, Evers fails to disclose an upper edge of a side end flap that is defined by another weakened line, and that corresponds with the weakened line 51 or 53, to serve as an outward folding guide for the coupon 50 or 53.

No other cited references discloses an upper edge of a side end flap that corresponds to a weakened line of a bottom end flap so as to function as an outward folding guide for a distal end of the bottom end flap.

Accordingly, no combination of the cited references can provide the arrangement of Claim 1 nor do they even remotely suggest that such an arrangement would be of any benefit. For the above

reasons, Claim 1 and its dependent claims (i.e., Claims 2-7, 15 and 16) are allowable.

- **Claim 8 and Its Dependent Claims**

Claim 8 as previously presented requires that:

- (a) the displaceable portion is detachably connected to the side end flap along a first weakened line,
- (b) the distal end of the bottom end flap is hingedly connected to the remainder of the bottom end flap along a second weakened line, and
- (c) the first and second weakened lines corresponds substantially with each other when the carton is set up.

In Claim 8, the expression “corresponding substantially with” is used also in the sense of “in alignment substantially with”. This interpretation of the expression can find support in Figure 4 as has been discussed earlier. The arrangement of Claim 8 allows a guide edge to be provided along the first weakened line when the displaceable portion is detached along the first weakened line. Therefore, when the carton is set up from the blank of Claim 8 and the displaceable portion is detached, the distal end of the bottom end flap is allowed to pivot outwardly along the second weakened line while the guide edge of the side end flap is used as a folding guide of the distal end. The arrangement of Claim 8 also provide other benefits that are similar to those available from the arrangement of Claim 1.

As discussed earlier, coupon 82 of Sutherland (see FIG. 8) is not hingedly connected to the bottom end flap 24 along a weakened line but adhered to the lower end flap 24. Sutherland also fails to teach that a weakened line, if any, of the coupon 82 should correspond substantially with another weakened line in the condition where the carton is set up.

Evers indeed shows a coupon 50 or 53 that is hingedly connected to a bottom end flap along a weakened line 51 or 53. However, Evers fails to disclose another weakened line (of a side end

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flap) that corresponds with the weakened line 51 or 53 when the carton is set up, so that such another weakened line can provide a guide edge to serve as an outward folding guide for the coupon 50 or 53.

No other cited references discloses two weakened lines that correspond with each other when a carton is set up so that one of the weakened lines can provide a folding guide edge for a portion of the blank to outwardly fold along the other weakened line.

Accordingly, no combination of the cited references can provide the arrangement of Claim 8 nor do they even remotely suggest that such an arrangement would be of any benefit. For the above reasons, Claim 8 and its dependent claims (i.e., Claims 9-12 and 14) are allowable.

It is earnestly requested that in view of the above remarks, the application, as a whole, receive favorable reconsideration, and that Claims 1-12 and 14-16 be allowed.

Respectfully submitted,



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